

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

JOANN INC., *et al.*,¹

Debtors.

Chapter 11

Case Nos. 25-10068 (CTG)
(Jointly Administered)

**CERTIFICATION OF COUNSEL
REGARDING PROPOSED ORDER APPROVING
JOINT STIPULATION BY AND AMONG THE DEBTORS AND
CBTS REJECTING MASTER SERVICES, PRODUCTS,
AND LICENSE AGREEMENT AND SURRENDERING EQUIPMENT**

Adam Hiller, counsel for CBTS Technology Solutions LLC (“CBTS”), hereby certifies as follows:

1. CBTS and debtor Jo-Ann Stores, LLC (the “Debtor”) are parties to a certain Master Services, Products, and License Agreement (the “Agreement”), which may constitute an executory contract as that term is used under § 365 of the Bankruptcy Code. The Agreement is a master agreement, pursuant to which CBTS and the Debtor entered into various schedules from time to time. The purpose of the Agreement and the associated schedules is for CBTS to supply the Debtor with various technology services, products, and licenses.

2. As part of CBTS’s services to the Debtor, the Debtor delivered to CBTS various pieces of equipment for storage in CBTS’s warehouse in relation to the Agreement (the “Equipment”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: JOANN Inc. (5540); Needle Holdings LLC (3814); Jo-Ann Stores, LLC (0629); Creative Tech Solutions LLC (6734); Creativebug, LLC (3208); WeaveUp, Inc. (5633); JAS Aviation, LLC (9570); joann.com, LLC (1594); JOANN Ditto Holdings Inc. (9652); Dittopatterns LLC (0452); JOANN Holdings 1, LLC (9030); JOANN Holdings 2, LLC (6408); and Jo-Ann Stores Support Center, Inc. (5027). The Debtors’ mailing address is 5555 Darrow Road, Hudson, Ohio 44236.

3. After the January 15, 2025 bankruptcy filing date (the “Petition Date”), CBTS and the Debtor entered into good-faith arms-length negotiations and have agreed that the Agreement should be rejected, the Equipment should be surrendered to the Debtor, and the Debtor should pay CBTS the fair storage charges for the Equipment.

4. To memorialize their agreement, CBTS and the Debtor executed a Stipulation Rejecting Master Services, Products, and License Agreement and Surrendering Equipment (the “Stipulation,” attached hereto as **Exhibit A-1**). A proposed order approving the Stipulation is attached hereto as **Exhibit A** (the “Proposed Order”).

5. Counsel for the Debtor has advised me that the Debtor has consulted with the Official Committee of Unsecured Creditors regarding the Stipulation and Proposed Order.

6. CBTS and the Debtor request that the Court enter the Proposed Order as an order of the Court at the Court’s convenience.

Dated: May 29, 2025
Wilmington, Delaware

Respectfully submitted,

HILLER LAW, LLC

/s/ Adam Hiller

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